

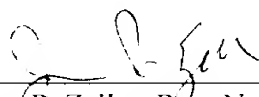


2002

PATENT

Attorney Docket No. 29610/CDT087A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE (RO/US)

Applicants: Burroughes, <i>et al.</i>)	I hereby certify that this paper is being
Serial No.: 09/913,381)	deposited with the United States Postal Service
Filed: August 13, 2001)	as first class mail, postage prepaid, in an
For: "Opto-Electrical Devices")	envelope addressed to: Box PCT, Assistant
Group Art Unit: To be assigned)	Commissioner for Patents, Washington, DC
Examiner: To be assigned)	20231 on this date:
)	January 22, 2002
)	
)	
)	James P. Zeller, Reg. No. 28,491
)	Attorney for Applicants

PETITION UNDER 37 C.F.R. § 1.47(a)

Assistant Commissioner for Patents
Box PCT
Washington, D.C. 20231

Sir:

This petition under the provisions of 37 C.F.R. §1.47(a) is submitted in response to the Notification of Missing Requirements mailed on October 22, 2001.

Transmitted herewith is a declaration and power of attorney document executed by joint inventors Jeremy H. Burroughes, Julian C. Carter, Alec. G. Gunner, and Stephen K. Heeks for themselves and on behalf of their nonsigning coinventor, Ian S. Millard. It is asserted herein that coinventor Millard has refused to execute a declaration for the above-referenced patent application by virtue of his conduct.

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Also submitted herewith, is a statement by Ms. Ann Brown in which she relates that her repeated attempts to obtain Mr. Millard's signature on a declaration for patent have been unsuccessful.

The last known residential address for Mr. Millard is:

69a Histon Road
Cambridge CB4 3JD
United Kingdom.

Mr. Millard might also be reached at the following address:

Osram Opto Semiconductors, Inc.
3870 North First Street
San Jose, CA 95134

A check in the amount of \$130 is enclosed to cover the requisite fee established by 37 C.F.R. §1.17(h).


On the basis of these facts and for the foregoing reasons, it is solicited that the Assistant Commissioner grant the patent in this application, to the inventors making the application (Jeremy H. Burroughes, Julian C. Carter, Alec. G. Gunner, and Stephen K. Heeks), subject to the same rights which the nonsigning inventor (Ian S. Millard) would have had if he had joined.

Should the Petitions Officer have any question of form or substance, he or she is encouraged to contact the undersigned attorney at the telephone number and address listed below.

Respectfully submitted,

MARSHALL, GERSTEIN & BORUN

BY:



James P. Zeller, Reg. No. 28,491
6300 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606-6357
(312) 474-6300

January 22, 2002



PATENT
Attorney Docket No. 29610/CDT087A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE (RO/US)

Applicants: Burroughes, *et al.*

For: OPTO-ELECTRICAL DEVICES

Serial No.: 09/913,381

Group Art Unit: To be assigned

Filed: August 13, 2001

Examiner: To be assigned

DECLARATION OF FACTS UNDER 37 C.F.R. § 1.47(a)

Box PCT

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Ann G. Brown hereby states as follows:

1. I am authorized by Cambridge Display Technology, Ltd. (hereinafter "CDT"), the assignee of the above-identified patent application (hereinafter "the patent application") to make this statement in my capacity as Intellectual Property Administrator at CDT. An assignment executed by all of the joint inventors, except for Mr. Ian S. Millard, demonstrating that CDT is the assignee of the patent application is attached hereto as Attachment A.

2. I make this declaration to provide facts known to me concerning Mr. Ian S. Millard's apparent refusal to sign a declaration for the patent application. Mr. Millard is one of five coinventors of the patent application. The other four coinventors (Jeremy H. Burroughes, Julian C. Carter, Alec. G. Gunner, and Stephen K. Heeks) have executed a declaration for patent application for themselves and on behalf of their nonsigning coinventor, Mr. Millard. A copy of a declaration signed by all of the joint inventors, except for Mr. Millard, is submitted herewith.

3. At the time of invention of the subject matter described and claimed in the patent application, Mr. Millard was employed by CDT. The invention was made

within the course and scope of Mr. Millard's employment with CDT. Subsequently, Mr. Millard left the employ of CDT. A copy of Mr. Millard's employment agreement with CDT is attached hereto as Attachment B.

4. Mr. Ian. S. Millard's last-known residential address is:

69a Histon Road
Cambridge CB4 3JD
United Kingdom.

5. Mr. Millard might also be reached at the address of his new employer:

Osram Opto Semiconductors, Inc.
3870 North First Street
San Jose, CA 95134

6. The patent application is the national phase of International (PCT) Application No. PCT/GB00/00476 filed February 14, 2000, which was based on GB 9903251.8 filed February 12, 1999. The patent application describes and claims subject matter similar to that described and claimed in the parent international patent application. On March 6, 2000, Mr. Millard executed a power of attorney document for the parent international case. A copy of the power of attorney/appointment of agent document executed by Mr. Millard is attached hereto as Attachment C.

7. On or about October 18, 2001, I called Mr. Millard at Osram, his new employer. Although he did not answer the phone, I left Mr. Millard a voice mail message requesting that he contact me. Mr. Millard did not return my phone call. A copy of a "File Note" that I made documenting this call is attached hereto as Attachment D.

8. On or about October 22, 2001, I again called Mr. Millard at Osram and left him a voice mail message requesting that he contact me. Mr. Millard did not

return my phone call. A copy of a "File Note" that I made documenting this call is attached hereto as Attachment E.

9. On or about October 25, 2001, I again attempted to reach Mr. Millard by telephone at his new employer. I left a voice mail message informing him that the deadline to submit a declaration for the patent application was approaching, and that I would send a declaration to him at his new work address. I asked that he return the executed declaration to me as soon as possible. No reply was received. A copy of a "File Note" that I made documenting this call is attached hereto as Attachment F.

10. On or about December 4, 2001, I sent a letter enclosing the application papers (specification including claims, drawings and declaration) for the patent application to Mr. Millard's last-known residential address. No reply was received. A copy of the December 4, 2001 letter enclosing these documents is attached hereto as Attachment G.

11. On or about December 4, 2001, I also sent a letter enclosing the application papers (specification including claims, drawings and declaration) for the patent application to Mr. Millard's work address at Osram by courier. No reply was received. A copy of the December 4, 2001 letter enclosing these documents is attached hereto as Attachment H.

12. The letter sent on or about December 4, 2001 was delivered to Mr. Millard's Osram work address on December 11, 2001. A copy of an electronic mail message including the tracking information for this letter and demonstrating that the letter was delivered on December 11, 2001, is attached hereto as Attachment I.

13. On or about January 3, 2002, I sent a follow-up letter enclosing the application papers (specification including claims, drawings and declaration) for the patent application to Mr. Millard's last-known residential address. No reply was

received. A copy of the January 3, 2002 letter enclosing these documents is attached hereto as Attachment J.

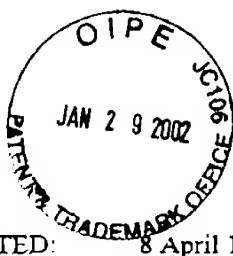
14. On or about January 3, 2002, I also sent a follow-up letter enclosing the application papers (specification including claims, drawings and declaration) for the patent application to Mr. Millard's work address at Osram. No reply was received. A copy of the January 3, 2002 letter enclosing these documents is attached hereto as Attachment K.

15. As of this date, and after diligent efforts to obtain Mr. Ian S. Millard's signature on a declaration for the patent application, I believe that Mr. Millard's conduct constitutes a refusal to sign a declaration for the patent application.

16. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: January 17, 2002


Ann G. Brown
Intellectual Property Administrator
Cambridge Display Technology, Ltd.



EMPLOYMENT AGREEMENT

DATED: 8 April 1998

- BETWEEN: (1) **THE EMPLOYER: CAMBRIDGE DISPLAY TECHNOLOGY LTD**
of 181a, HUNTINGDON ROAD, CAMBRIDGE CB1 2JB (hereinafter "we" or "us" or "our")
- (2) **THE EMPLOYEE: IAN MILLARD**
of 1 Manor Way, Cotton End, Bedford, MK45 3AH (hereinafter "you" or "your")

This Agreement including the appendices sets out the entire agreement between us. It will form your Contract of Employment, and replaces all previous agreements between you and us or any member of the CAMBRIDGE DISPLAY TECHNOLOGY GROUP. It is also your statement of employment particulars as of 8 April 1998. By signing, you are representing that there is no restriction on your freedom to take up employment on the terms of the Agreement and that you are not subject to any non-competition or other restrictive agreement which could prevent or hinder the performance of your duties or the exploitation by us of your knowledge and skills.

WHEREBY IT IS AGREED AS FOLLOWS:

1. Job Title

You are employed by us as Research Scientist

2. Commencement and Duration

- (a) This Agreement shall have effect from signature.
- (b) Your period of continuous employment will begin on 14 April 1998 with an initial 6 months probationary period. Your employment will continue until determined in accordance with Clause 9 below.

3. Duties

- (a) You will, during your hours of work devote your full time, efforts and attention to our affairs and business and those of the Cambridge Display Technology Group as a whole.
- (b) In particular, your duties will include (but not be limited to):-
- (i) performing or exercising faithfully and diligently and with all due skill and care, such duties, powers, authorities and discretions as are described in the attached Job Description Appendix and such other reasonable duties as may from time to time be conferred on you by us;
 - (ii) complying with all reasonable requests, instructions and regulations made by us from time to time and giving us such explanations, information and assistance as we may reasonably require;

- (iii) taking all practicable steps to safeguard our tangible and intangible property and interest and using your utmost endeavours to further our interests and those of the Cambridge Display Technology Group as a whole;
- (iv) rendering services, performing duties and accepting office and/or employment for or with any other member of the Cambridge Display Technology Group, if required by us; and
- (v) providing such reports concerning our affairs as we may from time to time require.

4. Hours of Work

- (a) Your normal hours of work shall be our normal hours of work, which are currently from 9.00 a.m. to 5.30 p.m. Monday to Friday inclusive. A lunch break of up to one hour may be taken.
- (b) You will be expected to work overtime on your normal days of work or at weekends whenever this is necessary. As a salaried employee, you will not be paid extra for working overtime.

5. Place of Work

Currently, your normal place of work is in Cambridge, but we reserve the right to change your normal place of work on reasonable notice to anywhere else within the United Kingdom as we shall from time to time determine. We do not expect you to accept an overseas posting unless you agree. You will travel inside and outside the United Kingdom as required for the performance of your duties.

6. Holidays

- (a) During our holiday year from 1st January to 31st December, you will be entitled with full pay:-
 - (i) to all public holidays in England; and
 - (ii) to 20 working days holiday in each year, if you are employed throughout the year.
- (b) You must obtain our approval of your intended holiday dates before taking any holiday. You may carry forward up to 5 days of your holiday entitlement and you will have to take them prior to 31st March of the subsequent holiday year. You will forfeit any holiday which you have carried forward which has not been taken by 31st March of the subsequent holiday year. Payment in lieu of unused holiday entitlement will only be made on termination of employment.
- (c) On joining the Company your holiday entitlement is calculated on the basis of two days for each full calendar month served.
- (d) For the holiday year during which your employment terminates, you will be entitled to one day's paid holiday for every 13 working days worked. On termination of your employment, you will be paid in lieu for the number of days holiday accrued but not taken by the termination date unless you have been

dismissed for gross misconduct. If you have taken more than your accrued holiday entitlement, you will be required to repay Salary received for holiday taken in excess of your accrued entitlement and you agree that we may deduct it under Clause 8(f). A day's Salary is 1/262nd of your annual Salary.

7. Other Absences

- (a) You must always notify us as soon as practicable if you know that you will be absent from work. You must notify us immediately if you are absent unexpectedly.
- (b) If you are absent due to injury or sickness, we will (subject to observance by you of our Sickness Procedures as attached) pay you full Salary for up to a maximum of 3 calendar months' absence in aggregate in any 12 consecutive calendar months and thereafter such remuneration (if any) as we shall in our discretion allow PROVIDED THAT such remuneration shall be inclusive of any Statutory Sick Pay to which you are entitled under the provisions of the Social Security and Housing Benefits Act 1982 but any other benefits recoverable by you (whether or not recovered) may be deducted at our discretion.
- (c) If you are absent on jury service, we will continue to pay your Salary less the amount of your entitlement to juror's allowance.

8. Remuneration

- (a) Your salary is £25,000 a year with effect from 14 April 1998 or such higher rate as we may from time to time determine ("Salary"). Salary will normally be reviewed on 1st July each year and it may be increased with effect from any such review date. Your first such review shall be 6 months from your start date.
- (b) We will reimburse you, in accordance with our expense reimbursement policy for the time being, for all reasonable out of pocket expenses properly and reasonably incurred by you in the due performance of your duties. If you use your own car on our business, you will only be reimbursed at our mileage rate for the time being if you have insured your car for business use and have registered in the appropriate manner with us and received written acknowledgement.
- (c) Payments of Salary and any other monetary benefits to which you are entitled will, unless otherwise stated elsewhere in this agreement, be made monthly in arrears by credit transfer. Salary payments will be made in equal instalments.
- (d) Whilst you are employed hereunder you will be entitled to the additional benefits described in the Benefit Appendices incorporated in this Agreement.
- (e) For the purposes of the Wages Act 1986, you agree that we may, in our discretion, and at any time deduct any debts which you owe us from Salary or from other debts which we owe you.

9. Termination

- (a) At any time (and subject to the following provisions of this clause) we will be entitled to dismiss you on two months prior written notice, and you will be entitled to resign on two months prior written notice. On termination by either side, we may elect to pay Salary in lieu of notice after deductions for tax and national

insurance as applicable from time to time in full and final settlement. For the avoidance of doubt you will not be entitled to any additional payment in lieu of notice for benefits in cash (other than Salary) or in kind received by you.

- (b) We may terminate your employment and this Agreement forthwith by notice in writing to you at your address last known to us if you shall have:-
- (i) committed any serious breach of any of your obligations hereunder;
 - (ii) repeated or continued (after warning) any material breach of those obligations;
 - (iii) been guilty of any conduct liable to bring us or the Cambridge Display Technology Group into disrepute; or
 - (iv) committed an act of bankruptcy or compounded with your creditors generally.
 - (v) continued obligations whereby to continue to employ you would put you in breach of obligations of any previous employer or make us the subject of legal proceedings brought by previous employers.
- (c) We will be entitled to terminate your employment and this Agreement by giving prior notice of not less than your entitlement to statutory minimum notice plus a further week, at any time while you are prevented by injury or sickness from performing your duties and have been so prevented for a period or periods aggregating at least 3 months in the preceding 12 consecutive calendar months, provided that we will withdraw any such notice, if, during its currency, you return to full time work and provide a medical practitioner's certificate satisfactory to us that you have fully recovered your health and that no recurrence of your sickness can reasonably be anticipated.
- (d) Your retirement age will be 60 years, and your employment and this Agreement will terminate automatically without the need for prior notice from either side on your 60th birthday.
- (e) If either side terminates this Agreement for any reason, we shall have the right exercisable at anytime during the notice period and for all or any part thereof to:-
- (i) instruct you not to attend your place of work;
 - (ii) relieve you of all your operational duties and responsibilities and require you to resign any Cambridge Display Technology Group offices you then hold and you will forthwith do all such things as shall be required to give effect thereto; and/or
 - (iii) require you forthwith to return all documents or other materials containing confidential information of or belonging to us;

But during such a period of mandatory leave and while you comply with our instructions under this provision, we shall continue to pay your Salary and to provide all benefits under and you will otherwise remain subject to this Agreement.

- (f) The termination of this Agreement howsoever arising shall not:
 - (i) affect any of the provisions of this Agreement which are expressed to have effect after termination; or
 - (ii) prejudice any accrued rights or remedies of either party.

10. Your Obligations upon Termination of Employment

On the termination of your employment hereunder you will:-

- (a) forthwith tender your resignation from any office you held with us or any Cambridge Display Technology Group offices you then hold (without payment or agreement of compensation therefor) and you hereby irrevocably authorise the Company Secretary for the time being on your behalf to sign any documents and do any things necessary or requisite to give effect thereto;
- (b) deliver up to us all correspondence drawings documents and other papers and all other property belonging to us or any other member of the Cambridge Display Technology Group which may be in your possession or control (including such as may have been made or prepared by or have come into your possession or in the course of employment which relate in any way to our business or affairs or those of the Cambridge Display Technology Group or of any suppliers agents distributors or customers) and you must not without our written consent retain any copies thereof;
- (c) if so requested send to the Company Secretary a signed statement confirming that you have complied with a sub-clause (a) and (b) hereof;
- (d) not at any time represent that you are still connected with us or the Cambridge Display Technology Group; and
- (e) forthwith discharge all your outstanding obligations to us, whether monetary (e.g. reimbursement of advances) or otherwise, incurred during, by virtue of or in connection with your employment, and agree that without prejudice to clause 8(f) we may withhold payment of any money or delivery of other things due to you by virtue of your employment, whether before or after termination, until you have fully discharged all such obligations to us.

11. Disciplinary and Grievance Procedures

- (a) You are subject to the Cambridge Display Technology Group disciplinary procedure which is available for inspection on request. This however does not form part of this Employment Agreement.
- (b) If you have any grievance about your employment you will be able to pursue this through our grievance procedure.

12. Outside Interests During your Employment

- (a) You agree not to be directly or indirectly employed, engaged, concerned or interested in any other business which is in competition with our business or that of any other member of the Cambridge Display Technology Group PROVIDED THAT you may be interested in any such business for investment purposes only as

the holder (directly or through nominees) of any units of any authorised unit trust and/or up to 5% of the issued shares, debentures or other securities of any class of any company which are listed on a Recognised Investment Exchange.

- (b) You must not without the prior approval of the Board (which will not be refused unreasonably) accept any employment, engagement or office (whether paid or unpaid) with or in any person, firm company or other organisation outside the Cambridge Display Technology Group.

13. Confidentiality and Protection of Business

You will in the course of your employment learn trade secrets and confidential information (including in particular methods, processes, device structures, techniques, shop practices, equipment, research data, opportunities for business marketing and sales information, strategies and pricing, personnel data, customer lists, potential customers, financial data, plans and all other know-how and trade secrets which are in our possession or that of any member of the Cambridge Display Technology Group and which have not been published or disclosed to the general public) and deal with our customers and corporate and academic collaborators and those of other members of the Cambridge Display Technology Group and you agree you will not :-

- (a) During your employment (save as required for the proper performance of your duties or as duly authorised by us in writing) and after its termination, use or disclose any of the above mentioned trade secrets and confidential information;
- (b) During your employment and for twelve months after its termination directly or indirectly and whether on your own behalf or on behalf of any other person, firm, company or other body solicit employees of ours or any other member of the Cambridge Display Technology Group engaged in managerial, research and development, or sales and marketing posts to leave their employment;
- (c) For twelve months after the termination of your employment carry on your own account or as a partner or be engaged as an employee, officer, consultant or adviser in any other business which is in competition with our businesses or those of any other member of the Cambridge Display Technology Group for whom you provided services or from whom you had access to information (particularly, but without limitation, through commercialising electroluminescent polymers) in the faithful performance of which it could be reasonably anticipated that you would, or would be required or expected to use or disclose trade secrets or confidential information obtained by you in the course of your employment with us.
- (d) For a period of twelve months following the termination of your employment hereunder whether on your own account or with through for or on behalf of any other person firm company or organisation directly or indirectly canvas or solicit or procure to be canvassed or solicited in competition with us or any other member of the CDT Group for whom you provided services or from whom you had access to information the custom of any person firm company or organisation whom or which was at any time during the six months prior to the termination of your employment a customer of ours with whom or which you dealt during that period.
- (e) During the period of twelve months following the termination of your employment hereunder whether on your own account or with through for or on behalf of any other person firm, company or organisation directly or indirectly deal with or attempt to deal with in competition with us any person firm company or

organisation whom or which was at any time during the six months prior to the termination of your employment a customer of our businesses or those of any other member of the Cambridge Display Technology Group for whom you provided services or from whom you had access to information with whom or which you dealt during that period.

14. Company Property

All books, documents, lists, files, data, accounts and records whether or not made by you and whether stored in human readable or machine readable form which may come into your possession during your employment respecting our business or affairs or those of any other member of the Cambridge Display Technology Group (including notes, minutes, memoranda, correspondence and copies of documents made by you in the course of your employment) will belong to us and these and all our other property and documents in your possession, custody, power or control must be returned to us immediately on the termination of your employment.

15. Intellectual Property

- (a) If during your employment you at any time whether during the course of your normal duties or other duties specifically assigned to you (whether or not such duties be performed during normal working hours) either alone or in conjunction with any person or persons conceive, originate, improve, develop, discover or invent any products, services, designs, processes, systems or inventions you will forthwith disclose the doing of and all details of the same to us in writing and it is our common intention with you that all proprietary rights of whatever nature (including (without limitation) patents, know-how, copyright, design right or registered designs) shall vest in us as absolute owner. You will take all such steps as we shall direct (whether during your employment hereunder or thereafter) to give effect to at the Employer's expenses to vest in us ownership in accordance with the above intention.
- (b) You hereby assign to us by way of future assignment all copyright design right (and/or other proprietary rights, if any, which may be so assigned) for the full term thereof throughout the world in respect of all works (within the meaning of Section 1(1) of the Copyright, Designs and Patents Act 1988 or such other legislation as shall hereafter be enacted containing any like definition or provisions) authored, drawn, written, originated, conceived or otherwise made by you alone or jointly with any other person or persons during the period of your employment hereunder or pertaining to such subject matter as form part of your duties hereunder.
- (c) You shall if and whenever required so to do by us at our expense apply or join with us in applying for letters patent, utility model, registered design or other protection in any part of the world for any such intellectual property and shall, at our expense, execute or do, or procure to be executed or done, all instruments and things necessary for vesting such intellectual property and all such rights, titles and interest to and in the same in us or in such other person we may direct or require and we shall (and shall procure that any such other person shall) hold the same and all such right, title and interest to and in the same upon trust for ourselves and (to the extent that it is entitled thereto by Section 39 of the Patents Act 1977 or such other legislation as shall hereafter be enacted containing like provisions) you according to its and his respective interests therein.

- (d) For the purposes of this clause you hereby irrevocably authorise us, as your attorney in your name to execute any documents and/or do any things which are or may be required in order to give effect to the provisions of this clause and we are hereby empowered to appoint and remove in its sole discretion any person as agent and substitute for and on behalf of us in respect of all or any of the matters aforesaid provided always that we shall notify you of each such action in writing.

16. Public Relations

You agree that you will only make a statement or give an interview to the news media or submit a letter, learned paper or article for publication about your work for us or about us or the Cambridge Display Technology Group, or otherwise in your capacity as an officer or employee with the prior approval of the Chief Executive or in his absence his deputy. You must promptly inform a director of any requests for statements, interviews, learned papers or articles you receive.

17. Health & Safety

You have a duty to take care for your own health and safety and that of other members of staff. You agree to observe our Safety Rules for the time being and to comply with our Health & Safety policies for the time being including those concerning eating, drinking, applying cosmetics and smoking cigarettes or tobacco on our premises.

18. Miscellaneous

- (a) In this Agreement:

"the Board" means the Board of Directors of the Employer, or any relevant duly appointed committee of the Board.

"The Cambridge Display Technology Group means Cambridge Display Technology Limited ("CDT"); and (i) any company which is for the time being a subsidiary of CDT; (ii) any company of which not less than 25 per cent in nominal amount of its share capital or voting rights is (whether directly or indirectly) owned by CDT; and (iii) any company to which any of the foregoing for the time being renders any managerial or technical services.

"Recognised Investment Exchange" means any body of persons which is a recognised investment exchange for the purposes of the Financial Services Act 1986.

- (b) This Agreement may only be varied by:

- (i) a written document signed by both parties;
- (ii) to the extent not inconsistent with this Agreement, any rules promulgated from time to time by us for observance by our employees generally.

- (c) The waiver by either party hereto of any breach of any provision of this Agreement will not constitute or operate as a waiver of any breach of such provision or of any other provision, nor will any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision

- (d) Currently incorporated Appendices are:

- (i) Job Description Appendix: February 1994 Issue
- (ii) Sickness Procedures Appendix February 1994 Issue
- (iii) Pension Appendix: August 1995 Issue
- (iv) Private Healthcare Appendix: February 1994 Issue
- (v) Permanent Health Insurance Appendix: February 1994 Issue
- (vi) Life Assurance Appendix: February 1994 Issue

In case of any conflict between provisions in this Agreement itself and any in an Appendix, the former shall prevail.

AS WITNESS whereof this Agreement has been executed and delivered as a deed the day and year first before written

THE COMMON SEAL OF CAMBRIDGE
DISPLAY TECHNOLOGY LTD

was hereunto affixed in the

presence of:-

)

)

)

Director

Secretary

SIGNED and DELIVERED as his

Deed by the said

LAN MILLARD


in the presence of :-

)

)

)

)



B. Procter

Job Description Appendix

1. This Appendix forms part of your Employment Agreement and describes in more detail the scope of your job
2. Job Title: Research Scientist
3. Scope of Duties:

4. Reporting: directly to the Technical Manager

Sickness Procedures Appendix

1. This appendix describes our procedures for absences from work due to injury or sickness. These procedures apply to and must be observed by every employee.
2. All absences from work, except for unexpected sick leave (Not including for this purpose only pre-arranged doctors, dentists, hospital or similar appointments) must have been authorised in advance by us.
3. Absence because of injury or sickness must be notified to your immediate superior or personal secretary by 10.30 a.m. the first and each subsequent day of the injury or sickness.
4. After 7 consecutive days (including Saturday and Sunday) absence due to injury or sickness, you must provide us with a medical certificate on the 8th day and weekly thereafter.
5. On returning to work after any period of injury or sickness absence not fully covered by medical certificates, you must fully complete a self-certification form available from your local surgery.
6. In the event of repeated absences or prolonged absence through injury or sickness, we reserve the right to require you to attend a medical examination by a doctor nominated by us at our expense, and you agree to our receiving a summary report on your medical condition so far as it affects your fitness for work.
7. You will not be paid for any unauthorised absence.
8. You will be liable to disciplinary proceedings for any unauthorised absence or any failure to fully comply with notification and certification requirements, or abuse of the sick leave and sick pay arrangements.

Your initials 15m

Pension Appendix

This Appendix forms part of your Employment Agreement and details our pension arrangements.

We do not have an occupational pension scheme and it is our policy to encourage employees to make their own pension provision through an Inland Revenue approved personal pension plan. Therefore, if you take out, or have an existing personal pension plan, we will contribute an amount equal to 5% of your pensionable salary to this plan, provided that you contribute a minimum of 5% of your pensionable salary to the same plan and that your contributions commence not later than 6 months of your commencing employment with the company.

We do not hold a contracting out certificate from the State Earnings Related Pension Scheme in respect of your employment.

Your initials

15 M

Private Healthcare

This Appendix forms part of your Employment Agreement and details the private healthcare we offer.

You will be entitled to membership of our group private medical expense insurance scheme for the time being for you, your spouse and minor children. While we pay for your and their membership you will have to pay tax on it as it is currently a taxable benefit.

Details of the insurance cover are available on request.

Your initials **ISM**

Permanent Health Insurance Appendix

This Appendix forms part of your Employment agreement and details the permanent health insurance cover we offer.

You will be entitled to membership of our permanent health insurance scheme for the time being. This is currently a non-taxable benefit. Details of the insurance cover are available on request.

Your initials 15M

Life Assurance Appendix

This Appendix forms part of your Employment Agreement and details the group life assurance cover we offer.

You will be entitled to membership of our group life assurance scheme which will provide cover equivalent to 4 times you salary on your death in service. This is currently a non-taxable benefit. Details of the insurance cover are available on request.

Your initials

15M

17/01/2002 17:09
Jan 16, 2002 11:12 AM

+44-0-1223-723531
MAXDELL, GARDIN & BORN

▲ CDT LTD

PAGE 06
No. 9225 P. 6/6
From: 0815

Attachment A

Copy of an executed assignment demonstrating that CDT is the assignee of the patent application.

Attachment B

Copy of Mr. Millard's employment agreement with CDT.

Attachment C

Copy of the power of attorney document executed by Mr. Millard on March 6, 2000 for the parent international case.

Attachment D

Copy of "File Note" documenting October 18, 2001 telephone call to Mr. Millard.

Attachment E

Copy of "File Note" documenting October 22, 2001 telephone call to Mr. Millard.

Attachment F

Copy of "File Note" documenting October 25, 2001 telephone call to Mr. Millard.

Attachment G

Copy of letter dated December 4, 2001, enclosing the application papers and addressed to Mr. Millard's last-known residential address.

Attachment H

Copy of letter dated December 4, 2001, enclosing the application papers and addressed to Mr. Millard's Osram work address.

Attachment I

Copy of an email containing tracking information demonstrating that letter dated December 4, 2001 was delivered to Mr. Millard's Osram work address on or around December 11, 2001.

Attachment J

Copy of follow-up letter dated January 3, 2002 enclosing the application papers and addressed to Mr. Millard's last-known residential address.

Attachment K

Copy of follow-up letter dated January 3, 2002, enclosing the application papers and addressed to Mr. Millard's Osram work address.

PCT

POWER OF ATTORNEY

(for an international application filed under the Patent Cooperation Treaty)

(PCT Rule 90.4)

The undersigned applicant(s) (Names should be indicated as they appear in the request):

MILLARD; Ian Stephen
CAMBRIDGE DISPLAY TECHNOLOGY LTD
Greenwich House
Madingley Rise
Madingley Road
Cambridge
CB3 0HJ
United Kingdom

hereby appoints (appoint) the following person as:



agent



common representative

Name and address

(Family name followed by given name; for a legal entity, full official designation. The address must include postal code and name of country.)

PALMER; Roger (GB)
RICHARDS; David John (GB)
JENKINS; Peter David (GB)
DRIVER; Virginia Rozanne (GB)
DANIELS; Jeffrey Nicholas (GB)
STYLE; Kelda Camilla Karen (GB)
NEOBARD; William John (GB)
SHACKLETON; Nicola (GB)
SLINGSBY; Philip Roy (GB)

HILL; Christopher Michael (GB)
RUUSKANEN; Juha-Pekka (FI)

AND

HARTWELL; Ian (GB)

of Page White & Farrer
54 Doughty Street
London WC1N 2LS
United Kingdom

of Cambridge Display Technology Ltd
Greenwich House
Madingley Rise, Madingley Road
Cambridge
CB3 0HJ
United Kingdom

to represent the undersigned before



all the competent International Authorities



the International Searching Authority only



the International Preliminary Examining Authority and

in connection with the international application identified below:

Title of the invention:

OPTO-ELECTRICAL DEVICES

Applicant's or agent's file reference:

101403/PRS

International application number (if already available):

filed with the following Office GB Patent Office as receiving Office
and to make or receive payments on behalf of the undersigned.

Signature of the applicant(s) (where there are several applicants, each of them must sign; next to each signature, indicate the name of the person signing and the capacity in which the person signs, if such capacity is not obvious from reading the request or this power):

Date:

6th March 2000


MILLARD; Ian Stephen



FILE NOTE

CASE NO.	087-T1	COUNTRY	US
DATE	18Oct2001	ORIGINATOR	AGB

Note:

Phoned Osram switchboard and they gave me Ian Millard's direct number and put me through but noone there so left a message on his answer machine asking him to contact me.

AGB
18 Oct 01

Signature:

Attachment D



FILE NOTE

CASE NO.	087	COUNTRY	US
DATE	22Oct2001	ORIGINATOR	AGB

Note:

4.45pm - phoned Ian Millard's direct number again but still got an answer machine so left another message.

AGB
22Oct01

Signature:

Attachment E



FILE NOTE

CASE NO.	087	COUNTRY	US
DATE	25thOct2001	ORIGINATOR	AGB

Note:

4.30pm - phoned Ian Millard's direct number again – no answer so left yet another message . Told him the deadline for return was coming up and that I would post the declaration to him at the Osram address and could be return it asap.

Signature:

TCB own
LS cut 01

Attachment F

C|D|T

Greenwich House, Madingley Rise, Madingley Road,
Cambridge CB3 0HJ, United Kingdom
Tel +44 (0) 1223 723555 Fax +44 (0) 1223 723556 www.cdtltd.co.uk



Our Ref: AGB/087.1

04th December 2001

FAO Ian Millard
69a Histon Road
CAMBRIDGE
CB4 3JD

Dear Mr Millard

Subject: Assignment and Declaration Documents for signature
US National Phase of PCT/GB00/00476,
CDT 087A Opto-electrical Devices

Please find enclosed Assignment and Declaration/Power of Attorney documents that require your signature as a named inventor on the above patent application, as well as a witness to your signature on the declaration.

These documents are required to complete filing formalities for the US national phase of application No. **PCT/GB00/00476** for the invention entitled '**Opto-electrical Devices**'. It is essential that you carefully review the application as filed in the US before executing the declaration and I enclose a copy for this purpose.

In view of the short deadline for returning these can you please courier back to me (please let me know your email address and I will forward our Courier details) at:

CDT Limited
FAO Ann Brown, IP Department,
Greenwich House
Madingley Rise, Madingley Road,
Cambridge CB3 0TX
United Kingdom

I can be contacted via Email (at.brown@cdtltd.co.uk) or in person on telephone number: +44 (0)1223 723535.

Thank you in anticipation of your assistance in this matter.

Yours sincerely

Ann Brown
IP Department

Encl. As mentioned

Attachment G

C|D|T

Greenwich House, Maddingley Rise, Madingley Road
Cambridge CB3 9HU, United Kingdom
Tel: +44 (0) 1223 723555 Fax: +44 (0) 1223 723556 www.cdtltd.co.uk



Our Ref: AGB/087.1

04th December 2001

FAO Ian Millard
Osram Opto Semiconductors Inc
3870 North First Street
San Jose,
CA 95134
USA

Dear Mr Millard

Subject: Assignment and Declaration Documents for signature
US National Phase of PCT/GB00/00476,
CDT 087A Opto-electrical Devices

Please find enclosed Assignment and Declaration/Power of Attorney documents that require your signature as a named inventor on the above patent application, as well as a witness to your signature on the declaration.

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CDT Limited
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Greenwich House
Maddingley Rise, Madingley Road,
Cambridge CB3 9TX
United Kingdom

I can be contacted via Email (abrown@cdtltd.co.uk) or in person on telephone number: +44 (0)1223 723535.

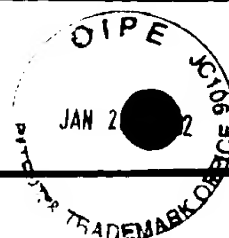
Thank you in anticipation of your assistance in this matter.

Yours sincerely

Ann Brown
IP Department

Encl. As mentioned

Attachment H

**Ann Brown**

From: ANN.BROWN@www56.sac.fedex.com
Sent: 04 January 2002 15:33
Subject: Online FedEx Tracking - 7dec 832713703645

Categories: 087

Tracking Number : 832713703645
 Reference Number : 120707
 Ship Date : 12/07/2001
 Delivered To : Ship'g/Receiv'g
 Delivery Location : SAN JOSE CA
 Delivery Date/Time : 12/11/2001 10:08
 Signed For By : D.ROBINSON
 Service Type : Priority Letter

Scan Activity	Date/Time	Scan Exceptions
Delivered SAN JOSE CA	12/11/2001 10:08	
On FedEx vehicle for delivery SAN JOSE CA	12/11/2001 08:45	
Package status SAN JOSE CA location	12/10/2001 17:49	Package in FedEx
Delivered SAN JOSE CA required - release waiver on file	12/10/2001 09:43	No signature
Delivered SAN JOSE CA required - release waiver on file	12/10/2001 09:43	No signature
On FedEx vehicle for delivery SAN JOSE CA	12/10/2001 08:22	
Arrived at FedEx Destination Location SAN JOSE CA	12/10/2001 07:39	
Arrived at Sort Facility OAKLAND CA	12/08/2001 06:03	
Left FedEx Sort Facility MEMPHIS TN	12/08/2001 05:10	
Left FedEx Sort Facility MEMPHIS TN	12/08/2001 04:27	
Left FedEx Sort Facility MEMPHIS TN	12/08/2001 02:06	
Left FedEx Ramp STANSTED GB	12/07/2001 20:37	
Left FedEx Origin Location STANSTED GB	12/07/2001 17:19	

Disclaimer

 FedEx has not validated the authenticity of any email address.

Attachment I

C|D|T

Greenwich House, Maddingley Rise, Maddingley Road,
Cambridge CB3 0HJ, United Kingdom
Tel +44 (0) 1223 723555 Fax +44 (0) 1223 723556 www.cdtltd.co.uk



Our Ref: AGB/CDT 087T

03rd January 2002

FAO Ian Millard
69a Histon Road
CAMBRIDGE
CB4 3JD

Dear Mr Millard

**Subject: Assignment and Declaration Documents for signature
US National Phase of PCT/GB00/00476,
CDT 087A Opto-electrical Devices**

On checking my files I find that we have not received a reply to the letter sent at the beginning of December 2001. In case these have not been received I am re-sending the Assignment and Declaration/Power of Attorney documents that require your signature as a named inventor on the above patent application. Can you also ensure this is signed by a witness to your signature.

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Cambridge CB3 0TX
United Kingdom

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Thank you in anticipation of your assistance in this matter.

Yours sincerely

Ann Brown
IP Department

Encl. As mentioned

Attachment J

C|D|T

Greenwich House, Maddingley Rise, Maddingley Road,
Cambridge CB3 0HU, United Kingdom
Tel +44 (0) 1223 723555 Fax +44 (0) 1223 723556 www.cdtltd.co.uk



Our Ref: AGB/CDT 087T

03rd January 2002

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Osram Opto Semiconductors Inc
3870 North First Street
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Yours sincerely

Ann Brown
IP Department

Encl. As mentioned

Attachment K

